

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

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BROOK M. HURD, et al.,

Plaintiffs,

v.

CLARK COUNTY SCHOOL DISTRICT, et
al.,

Defendants.

Case No. 2:16-cv-02011-GMN-PAL

MINUTES OF PROCEEDINGS

Dated: November 8, 2018

PRESENT: THE HONORABLE PEGGY A. LEEN, United States Magistrate Judge

JUDICIAL ASSISTANT: Teresa Hoskin **RECORDER/TAPE #:** None

COUNSEL FOR PLAINTIFF(S): Ian Hansen, Peter Alfert, Todd Boley

COUNSEL FOR DEFENDANT CCSD: Mark E. Ferrario, Michelle Schwarz, Kara Hendricks

COUNSEL FOR DEFENDANT DORAN: Trevor Hatfield

PROCEEDING: Settlement Conference

A settlement conference was conducted commencing at 1:40 p.m. Plaintiffs Brook M. Hurd, Geraldine C. Hurd, Luis O. Villalobos, Olivia N. Espinoza, Zekrollah Sanaei, and Elham Eghdamian were present as well as defendant James P. Doran, and Scott Greenberg, Phoebe Redmond, Karen A. Thurlow, Eileen Wheelan and Jodie Lamb on behalf of defendant CCDC. The court heard presentations from counsel and from each of the parties present and thereafter met individually with counsel and each individual party.

A settlement was reached subject to the approval of the Clark County School District's Board of Trustees under the following essential terms:

1. CCSD will pay \$400,000 to each of the three plaintiff families for a total settlement contribution of \$1.2 million;
2. Doran's carrier will pay \$10,000 to each of the three plaintiff families for a total settlement contribution of \$30,000;
3. The parties will execute a written settlement agreement containing a broad global mutual release of all claims;


- 1 4. The parties agree the district judge will determine reasonable attorneys' fees and costs
2 which should be awarded to plaintiffs' counsel as prevailing parties. Defendants agree
3 that Plaintiffs are prevailing parties entitled to recover attorneys' fees and costs under
4 one or more federal fee shifting claims asserted in this case. Plaintiffs represent that
5 hard costs are approximately \$425,000, the majority of which are expert and deposition
6 costs. Plaintiffs agree to cap their request for attorneys' fees at a maximum of \$500,000
7 so that defendants' maximum exposure for attorneys' fees and costs to plaintiffs as
8 prevailing parties under one or more federal fee shifting statutory claims is \$925,000.
- 9 5. Plaintiffs will not apply for costs or attorneys' fees based on a punitive damages claim
10 which plaintiffs agree to dismiss.
- 11 6. Plaintiffs will file an application for costs and attorneys' fees within 30 days of the
12 School Board's decision approving the settlement, if it is approved.
- 13 7. Defendants reserve the right to challenge the reasonableness of costs and fees
14 plaintiffs' counsel seek as a result of this litigation and settlement but will not challenge
15 their right to recover costs and fees as prevailing parties under one or more federal fee
16 shifting statutory claims asserted in this case.
- 17 8. Plaintiffs will file a verified petition for compromise of the minors' claims within 30
18 days of the School Board's approval of the proposed settlement, if it is approved.
- 19 9. Defense counsel will promptly draft and forward proposed settlement and release
20 documents which must be signed before the request to approve the settlement is
21 considered at a regularly scheduled Board meeting.
- 22 10. The parties will exercise best faith efforts to have the matter ready for consideration at
23 the earliest possible regularly scheduled School Board meeting after documents are
24 finalized which is expected to occur no later than January 2019.

25 The settlement conference concluded at 5:45 p.m.

26 **IT IS ORDERED** that a telephonic status check is set for **3:00 p.m., January 16, 2019.**

27 Counsel shall be connected to the conference call by dialing **(877) 810-9415**, and entering **Access**

1 **Code 2365998**, no later than 2:55 p.m. If a stipulation to dismiss is filed, the telephonic status
2 check will be automatically vacated.

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5 PEGGY A. FEEN
6 UNITED STATES MAGISTRATE JUDGE
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